



C o u n t y o f S a n L u i s O b i s p o

GENERAL SERVICES AGENCY

Janette D. Pell, Director

Cody VanDorn, Department Administrator

REQUEST FOR PROPOSAL (RFP) PS- #1219-13

CONSTRUCTION INSPECTION/INSPECTOR OF RECORD SERVICES FOR SHERIFF - COUNTY OPERATIONS CENTER - EXPAND WOMEN'S JAIL, 300034

July 18, 2013

The County of San Luis Obispo (County) is currently soliciting Request for Proposals (RFPs) for professional services for RFP PS- #1219-13 CONSTRUCTION INSPECTION/INSPECTOR OF RECORD SERVICES FOR SHERIFF – COUNTY OPERATIONS CENTER – EXPAND WOMEN'S JAIL, 300034. **The County reserves the right to use the current RFP process and eligible consultants for Construction Inspection Services when considering a consultant to provide similar services for Probation-COC-Juvenile Hall Expansion, 320032.**

Each RFP shall specify each and every item as set forth in the attached specifications. Any and all exceptions must be clearly stated in the RFP. Failure to set forth any item in the specifications without taking exception may be grounds for rejection. The County reserves the right to reject any and all RFPs and to waive any irregularity or informality in any RFP or in the Request for Proposals process, as long as, in the judgment of the County, such action will not negate fair competition and will permit proper comparative evaluation of the RFPs submitted.

This Request for Proposals is posted on the County's Purchasing website at:

http://www.slocounty.ca.gov/GSA/Purchasing/Current_Formal_Bids_and_Proposals.htm.

Any changes, additions, or deletions to this Request for Proposals will be in the form of written addenda issued by the County. Any addenda will be posted on the website. Prospective proposers must check the website for addenda or other relevant new information during the response period. The County is not responsible for the failure of any prospective proposer to receive such addenda. All addenda so issued shall become a part of this Request for Proposals.

If your firm is interested and qualified, please submit FOUR (4) hard copies and one (1) electronic copy (on CD) of your RFP on AUGUST 15, 2013 by 3:00 p.m. to:

County of San Luis Obispo
Missy Viles, GSA Purchasing
1087 Santa Rosa Street
San Luis Obispo, CA 93408

If you have any questions about the Request for Proposals process, please contact me (see e-mail below). For technical questions and information contact Rich Kopecky at (805) 781-5200.

All questions pertaining to the content of this Request for Proposals must be made in writing via e-mail to RICH KOPECKY at: rkopecky@co.slo.ca.us by August 5, 2013 at 5 p.m. The question and its response will be posted (anonymously) on the County's Purchasing web site located at the link above. The County reserves the right to determine the appropriateness of comments/questions that will be posted on the website.

Missy Viles
GSA Purchasing
mviles@co.slo.ca.us

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RFP SUBMITTAL AND SELECTION

1. All RFPs, consisting of Four (4) hard copies and one (1) electronic copy (on CD) must be received by mail, recognized carrier, or hand delivered no later than 3:00 p.m. on AUGUST 15, 2013. Late RFPs will not be considered and will be returned, unopened.
2. RFPs shall be limited to a maximum of ten (10) pages double sided or twenty (20) pages single sided, plus attachments such as resumes, reference information, and fee estimate.
3. All correspondence should be directed to:

San Luis Obispo County
General Services Agency
1087 Santa Rosa Street
San Luis Obispo, CA 93408
ATTENTION: MISSY VILES
Telephone: (805) 781-5200

4. All costs incurred in the preparation and submission of RFPs and related documentation will be borne by the proposer.
5. It is preferred that all RFPs be submitted on recycled paper, printed on two sides.
6. Selection of qualified proposers will be by an impartial Selection Committee using an approved County procedure for awarding professional contracts. Selection will be made on the basis of the RFPs as submitted, although the County reserves the right to interview applicants as part of the selection process. If the Selection Committee elects to schedule interviews with the top 2 – 4 applicants, the tentative interview dates are September 5 - 6, 2013. The tentative interview dates are subject to change at the discretion of the County. The proceedings of the Selection Committee are confidential, and members of the Selection Committee are not to be contacted by the proposers.
7. This Request for Proposals does not constitute an offer of employment or to contract for services.
8. The County reserves the right to accept or reject any or all RFPs, wholly or in part, received by reason of this request, and make more than one award, or no award, as the best interests of the County may appear.
9. All documents submitted to the County in response to this Request for Proposals will become the exclusive property of the County and may be returned to the proposer or kept by the County, in the County's sole discretion.
10. All RFPs shall remain firm for ninety, (90) days following closing date for receipt of RFPs.
11. The County reserves the right to award the contract to the firm who presents the RFP which in the judgment of the County, best accomplishes the desired results, and shall include, but not be limited to, a consideration of the professional service fee.
12. Any contract awarded pursuant to this Request for Proposals will incorporate the requirements and specifications contained in this Request for Proposals. All information presented in a proposer's RFP will be considered binding upon selection of the successful proposer, unless otherwise modified and agreed to by the County during subsequent negotiations.

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13. The successful proposer is expected to execute a contract similar to the contract in Appendix A. This sample contract is for reference to the anticipated terms and conditions governing the County and the successful proposer. The proposer must take exception in their RFP to any section of the attached contract they do not agree with. Failing to do so will be deemed as acceptance by the proposer to the terms spelled out in the sample contract. The County reserves the right, in its sole discretion, to add, delete, or modify, or negotiate additional terms and conditions to the attached contract. BEFORE BEGINNING ANY WORK OR SUBMITTING A RFP IT IS ADVISED THAT PROPOSERS READ THE COUNTY INSURANCE AND INDEMNIFICATION REQUIREMENTS IN THE ATTACHED SAMPLE CONTRACT. The selected proposer will be asked to provide evidence that County insurance requirements have been met. See Sample County Contract (Appendix A).
14. Under the provisions of the California Public Records Act (the “Act”), Government Code section 6252 et seq., all “public records” (as defined in the Act) of a local agency, such as the County, must be available for inspection and copying upon the request of any person. Under the Act, the County may be obligated to provide a copy of any and all responses to this Request for Proposals, if such requests are made after the contract is awarded. One exception to this required disclosure is information which fits within the definition of a confidential trade secret [Government Code section 6254(k)] or contains other technical, financial or other data whose public disclosure could cause injury to the proposer’s competitive position. If any proposer believes that information contained in its response to this Request for Proposals should be protected from disclosure, the proposer MUST specifically identify the pages of the response that contains the information by properly marking the applicable pages and inserting the following notice in the front of its response:

NOTICE: *The data on pages _ of this response identified by an asterisk (*) contain technical or financial information, which are trade secrets, or information for which disclosure would result in substantial injury to the proposer’s competitive position. Proposer requests that such data be used only for the evaluation of the response, but understands that the disclosure will be limited to the extent the County considers proper under the law. If an agreement is entered into with the proposer, the County shall have the right to use or disclose the data as provided in the agreement, unless otherwise obligated by law.*

The County will not honor any attempt by proposer to designate its entire RFP as proprietary. If there is any dispute, lawsuit, claim or demand as to whether information within the response to the Request for Proposals is protected from disclosure under the Act, proposer shall indemnify, defend, and hold harmless, the County arising out of such dispute, lawsuit, claim or demand.

15. An electronic copy of your RFP must be included. This electronic copy should include all documents being submitted combined into one Adobe Acrobat (pdf) file on a CD, using this convention for the file name: FIRM NAME + RFP NUMBER (e.g., if your firm is Acme Inc. and you are responding to RFP #1219, your Acrobat (pdf) file would be named: **ACME 1219.pdf**)

Additionally, if you deem any part of your RFP as proprietary and not to be disclosed under the California Public Records Act as explained in item 14 above, please mark the CD with the phrase “**Proprietary Information Included**”. This can be hand written or printed on the CD label.

16. Any proposer who has previously or is currently named by the County as a defendant in any litigation effort is disqualified from submitting a RFP for consideration.

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RFP FORMAT

A qualifying RFP must address all of the following points and shall be in the format outlined in this section:

1. Project Title: CONSTRUCTION INSPECTION/INSPECTOR OF RECORD SERVICES FOR SHERIFF – COC – EXPAND WOMEN’S JAIL, 300034
2. Applicant or Firm Name
3. Qualifications
 - a. Type of organization, size, professional registration and affiliations.
 - b. Names and qualifications of personnel to be assigned to this project. Include company affiliations, credentials, and years of related experience. The Inspector of Record should have a minimum of fifteen (15) years of experience in the field on related construction inspection projects including Title 15 and 24 correctional experience.
 - c. Provide the resume of the individuals to be assigned to the project, their specific assignment and the plan for their replacement. Note that all assigned personnel are subject to background checks at the discretion of the County.
 - d. Organizational chart of proposed project team along with a description of tasks and responsibility of each team member.
 - e. Anticipated availability of each member of the Project team.
 - f. Specific experience of Inspector of Record with regard to construction inspection services for similar projects.
 - g. Name, address, and telephone numbers of project manager to whom correspondence should be addressed.
 - h. Qualifications of sub-consultants or joint venture firm, if appropriate.
4. Project Experience

Provide descriptions of at least five (5) representative projects where the proposed project team, or team member, has performed similar services. Information to be provided will include the following:

- a. Project name and location;
- b. Summary of project;
- c. Role of the proposed Inspector of Record, Special and or Assistant Project Inspector, and other key team members for this project;
- d. Reference and contact information for client;
- e. References and contact information for other team members (examples: construction manager, A/E, testing and inspection, environmental, geotechnical, and survey);
- f. Reference and contact information for the contractor;
- g. Initially authorized fee and final fee;
- h. Dates of construction start and completion.

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5. Understanding of and Approach to the Project

The County has identified several issues as critical to the successful administration of the project. The RFP should address the following issues, at a minimum, and others that the proposer believes to be critical to the project delivery.

- a. Approach to proactive and timely inspection.
- b. Understanding of requirements and challenges for the phased project approach with concurrent activities and areas being constructed.
- c. Approach to documentation required for the reporting and close-out of State of California grant funded projects.
- d. Planned number of Resident Project Representatives to be assigned to the project and approach to the daily continuous inspection activities of multiple construction contracts.
- e. Approach to resolving project quality issues.

6. Corporate Documentation and Financial Information

Provide relevant information regarding organizational stability and strength, including the following:

- a. A description or statement of the organization (e.g., sole proprietorship, partnership, corporation, joint venture, etc.)
- b. Indicate if your organization possesses a General Contractor’s license
- c. If a corporation, a listing of the members of the Board of Directors
- d. A listing of financial references and statement of financial stability. The County may request a review of the firm’s annual financial statements. A reviewed or audited financial statement will be provided to the County upon request. Such statement will be deemed confidential and only reviewed by selected County staff assigned to the project.”
- e. Disclose if your organization has had any past or pending litigation with the County.
- f. List all litigation involving a construction project or contract in which respondent firm was a named party, whether currently pending, or concluded within the past three (3) years.

7. Fee Estimate

Propose hourly rates to perform inspection and related services, as specified under the Scope of Services section, and a total fee based on a thirty-two (32) month duration and a separate fee based on an additional four (4) month extension. Provide a listing of costs for other expenses such as mileage, per diem, weekend and holiday work. Submit an itemized fee schedule as the basis for extra services. **The fee estimate shall be submitted in a separate, sealed envelope marked “Fee Estimate”.**

County will provide a field office, desk and chair, copier, fax and telephone at the site. Consultant will be responsible for providing his/her own vehicle, special equipment, personal computer and

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related equipment, printer and any clerical support and other goods or supplies necessary to perform services as required by this contract.

The Consultant shall comply with Labor Code Section 1720, as amended in 1999, which requires employees engaged in certain specific work classifications be paid the prevailing wage rate found by the State of California Director of Industrial Relations.

Submittals which do not include all of the elements as specified, or which deviate from the proposed format and content as specified, *may* be deemed non-responsive by the evaluation committee and eliminated from further consideration.

Consultant Selection Criteria

A selection panel consisting of County staff and program management staff will evaluate RFPs. The County may change the construction management criteria without notice, and may consider other criteria it deems relevant. The anticipated selection criteria, in order of prominence, are:

First	Experience, qualifications and references of the proposed project team
Second	Approach to the daily inspection activities
	Approach to communications and document management
Third	Firm’s experience, qualifications and references
Forth	Fee

PROJECT INTRODUCTION

The General Services Agency Department, representing the Board of Supervisors of the County of San Luis Obispo, is seeking qualified providers of Construction Inspection/Inspector of Record Services of a Women’s Jail Expansion located on a County Jail located at 1585 Kansas Avenue, San Luis Obispo, CA.

This Request for Proposals intends to establish the specifications, terms and conditions governing the selection of a firm to provide Construction Inspection services to the County of San Luis Obispo. All submittals shall be in the form and format as specified within the **REQUIRED RFP FORMAT AND CONTENT** section.

PROJECT DESCRIPTION

The project includes approximately 46,000 square feet (sf) to house and provide treatment and program space for approximately 198 women inmates on approximately 1.5 acres of the greater 7± acres of County owned land on which the County’s existing jail facility is located. The project includes two buildings primarily constructed of steel, with interior high traffic areas utilizing concrete masonry unit (CMU) and concrete for long-term durability as well as prefabricated steel cells. It will house post-arrangement, pre-sentenced, and convicted female inmates. One building will house inmates and a second health care/program building will provide space for medical, dental, and mental health services, as well as other programs, to support those inmates. The new buildings will be constructed in two phases.

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Phase One

The first-phase of construction is an inmate housing building with approximately 38,000 sq. ft. of two-story structure on vacant land adjacent to the existing jail. This building will include two housing units constructed to support direct supervision of inmates. One housing unit will have approximately 96 dormitory beds in 12 rooms. The other unit will house approximately 96 inmates in 48 cells. In addition, the housing building will also include six special use isolation cells for medical or disciplinary reasons and two safety cells for temporary isolation of inmates who display destructive behavior. Each housing unit will include staff control areas, dayrooms, an exercise yard, a video visitation room, an interview room, a multipurpose room to support rehabilitative and training programs, a vocational programs room, a janitor’s closet, and storage space.

Upgrade of the electronic security system through-out the existing jail facility.

Phase Two

The second-phase of construction is a health care/program building with approximately 8,000 sq. ft. Construction will begin with demolition of the current women’s inmate facility. The new building will provide exam rooms to support medical treatment, a dental operatory, rooms to provide mental health services and confidential mental health interviews, and rooms to support rehabilitative programming. In addition, the building will include pharmacy/medication distribution space, staff office space, separate inmate and staff restrooms, janitorial closets, and storage space. The health care/program building will be built on the site of the existing women’s jail facility, which will be demolished as part of the project.

The project will also include, but is not limited to, electrical; plumbing; mechanical; heating, ventilation, and air conditioning; electronic security systems; fire protection systems; and an FF & E package.

Several functions necessary for the operation of the new facilities will be accommodated in the existing jail facility, including intake/booking, receiving areas and other processing areas, as well as a central kitchen that prepares food for all inmates housed in the jail. The hard exterior of each building - composed of CMU, concrete, and steel - will provide the secure perimeter. In addition, there will be a six-foot chain link fence surrounding the entire facility to provide grounds security.

Phase Three (Alternate)

A proposed construction Additive Alternate to the Project, outside State Grant Funding, is a remodel of approximately 4,512 square feet to the Intake-Release Center (IRC) to be considered for award by the County, should the funds be available at the end of the Project.

ESTIMATED DURATION

Project key dates are shown in the following table:

<u>Key Event</u>	<u>Start Date</u>	<u>Completion Date</u>	<u>Comments</u>
Construction Bids	Aug 2013	Oct 2013	
Notice to Proceed	Nov 2013	Nov 2013	
Construction & Closeout	Nov 2013	June 2015	Women’s Jail Construction Complete
Occupancy	June 2015	July 2015	Women’s Jail Occupancy
Demolition, Construction, & Closeout	Aug 2015	May 2016	Medical Facility Construction Complete
Occupancy	May 2016	Jun 2016	Medical Facility Occupancy

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CONTACT PERSON

Rich Kopecky, Architect
Sr. Capital Projects Coordinator
San Luis Obispo County
General Services Agency
1087 Santa Rosa Street
San Luis Obispo CA 93408
805.781.5200
805.781.5215 fax
rkopecky@co.slo.ca.us

If the above person is not able to immediately answer questions, an answer will be found and communicated to interested proposers (if appropriate), or the person asking the questions will be directed to the proper person to answer the question.

Interested firms shall not contact other County staff with questions or suggestions regarding this Request for Proposals.

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SCOPE OF SERVICES

The scope of Consultant Services is included in this document to assist proposers in developing their proposals. All proposals shall be based on, but not limited to, the services listed below. Upon successful completion of contract negotiations and issuance of a contract Notice to Proceed, the Consultant will be responsible for the following:

A. General

The Resident Inspector shall act as an agent for the County at the project site. Insure compliance with code, plans, specifications and quality control required of a public works facility. Issue correction and stop work notices and notify the Construction Manager and County in writing if work does not conform to contract documents.

B. Relations with the Project Team

All inconsistencies or seeming errors in the plans and specifications shall be reported promptly to the Construction Manager for interpretation and instructions by the Architect. In no case shall the final instructions be construed to cause work to be done which is not in conformity with the approved plans, codes and regulations, specifications unless accompanying documents authorize such changes. Cooperate with the County, Architect, Construction Manager, Testing Lab, regulatory agencies, and appropriate governing bodies during the observation of the work of construction to insure compliance with the approved drawings and specifications.

Request the interpretations and clarifications of the approved contract drawings and specifications, when necessary, from the Architect via the Construction Manager.

Refer any received code Interpretations which cause deviations from the approved drawings and specifications to the Architect via the Construction Manager for preparation of response.

C. Facilities and Equipment

County will provide a field office, desk and chair, photocopier, telephone and fax at the jobsite. Consultant will be responsible for providing his/her own vehicle, and special equipment, personal computer and related equipment, printer and any clerical support and other goods and supplies necessary to perform services as required by this contract.

D. Storm Water Pollution Prevention Plan (SWPPP)

The IOR or his/her designee must be a Qualified SWPPP Practitioner (QSP) and will ensure all required BMP's are implemented and perform non-storm water and storm water visual observations, sampling and analysis. The IOR will enforce the County's SWPPP plan in accordance with all standards, plans and permits. The IOR will also be responsible for documenting the site inspections related to the SWPPP on the Site Inspection Report included in the SWPPP document.

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E. Inspection Duties

1. Continuous Inspection by the Inspector of Record (IOR)

- a. The IOR must possess actual personal knowledge obtained by his or her personal and continuous inspection of the work of construction in all stages of its progress to ensure that the requirements of the approved plans and specifications are being executed.
- b. Continuous inspection means complete inspection of every part of the work. Work, such as concrete work or brick work which can be inspected only as it is placed, shall require the constant presence of the Inspector of Record. Other types of work which can be completely inspected after the work is installed may be carried on while the IOR is not present. In any case, the IOR must personally inspect every part of the work. In no case shall the IOR have or assume any duties which will prevent him or her from providing continuous Inspection.
- c. The IOR may obtain personal knowledge of the work of construction, either on-site or off-site, from the inspections performed by Special Inspectors or Assistant Inspectors and from the reporting of others on testing and inspection of materials and workmanship for compliance with the plans, specification and applicable standards. The exercise of reasonable diligence to obtain the facts shall be required.

2. Special Inspection

- a. Special Inspection by Inspectors specially approved by the County may be required on all of the following, as applicable:
 1. Masonry construction
 2. Ready mixed concrete batching
 3. Rebar placing
 4. Guniting
 5. Important steel fabrication
 6. High strength steel bolt installations
 7. Welding
 8. Electrical and mechanical work
- b. Special Inspections may be performed by the Inspector of Record if the IOR has been specially approved for such purposes and if the IOR has the time available for the work.
- c. The County may also require Special Inspection for any other shop fabrication procedures that preclude the complete inspection of the work after assembly. It may require special inspection at the site in addition to those listed above if found necessary because of the special use of a material or methods of construction.

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3. Job File

The Inspector of Record shall keep a file of approved plans and specifications (including all approved documents authorizing changes) on the job at all times, and shall immediately return any unapproved documents to the Construction Manager for proper action.

4. Construction Procedure Records

The Inspector of Record shall keep a record of certain phases of construction procedures including, but not limited to the following:

- a. Concrete pouring operations. The records show the time, date and location of placing concrete and the time, date and location of removal of forms in each portion of the structure.
- b. Welding operations. The record shall include identification marks of welders, lists of defective welds, manner of correction of defects, etc.
- c. All such record of construction procedures shall be kept on the job until the completion of the work. These records shall be made a part of the permanent records of the Owner.

5. Deviations

The Inspector of Record shall notify the Contractor, in writing of any deviations from the approved plans and specifications which are not immediately corrected by the Contractor when brought to his or her attention. Copies of such notice shall be forwarded immediately to the Construction Manager and to the County.

Failure on the part of the Inspector of Record to notify the Contractor of deviations from the approved plans and specifications shall in no way relieve the Contractor of any responsibility to complete the work covered by his or her contract in accordance with the approved plans and specifications and all laws and regulations.

6. Inspect and verify that Contractor's As-Built record documents are updated monthly prior to processing the Contractor's monthly payment request.

7. Submit, on a daily basis, an activity report to the Construction Manager, including the following information:

- a. Activities performed by the Contractors, and areas where work is performed.
- b. Manpower assigned to each Contractor and Subcontractor
- c. Equipment and materials delivered to the site.
- d. Weather conditions.
- e. Construction equipment and vehicles utilized
- f. Nature and location of the work being performed
- g. Verbal instruction and clarifications of the work given to the Contractor
- h. Inspection by representative of regulatory agencies

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- i. Note occurrences or conditions that might affect Contract Sum or Contract Time
 - j. List visitors to the site, titles and reasons for visit
 - k. List of telephone calls made of a substantial nature, including statements or commitments made during the call.
 - l. Record any work or material in place that does not correspond with the drawings or specifications, as well as resulting action taken. List any other problems or abnormal occurrences that arise during each day, including notations of any particular lack of activity on the part of the Contractor. Note corrective actions taken.
8. Review and monitor Contractor's construction methods and procedures during all construction activities, including but not limited to, earthwork, concrete placement, steel erection, all finishes, electrical, mechanical, fire alarm, etc.
9. Attend all meetings as requested in contract documents and requested by the County, such as billing meetings, specification review, coordination, progress, and pre-subcontract.
10. Assist the Construction Manager and County in scheduling all required tests and testing lab visitations required by the Contract Documents. Observe and record dates and times of all test procedures.
11. Inspect, verify and document Contractor's delivered equipment and materials to insure that they meet submittal and specification requirements. Such inspection must occur within 48 hours of Contractor's delivery to the job site.
12. Submit to the Construction Manager, in a timely manner, a detailed report or request for a clarification whenever any corrective change is necessary in field construction that will result in a variance from the drawings or specification as originally issued.
13. Review the Contractor's Payment Requests at billing meetings. When the Contractor's work or a designated portion thereof is substantially complete, prepare a list of incomplete or unsatisfactory items via a punch list and submit to the Construction Manager.
14. Assist in the review of Contractor's Submittals.
15. At completion of the project, deliver all inspection records and project correspondence to the County
16. Prior to commencement of work, Resident Inspector will cooperate with the Construction Manager and the Architect to develop an Inspection Plan for the project.

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**APPENDIX A
SAMPLE CONTRACT for CONSULTANT SERVICES FOR**

**Construction Inspection/Inspector of Record Services for Sheriff – County Operations Center –
Expand Women’s Jail, Project # 300034**

Contract made on the _____ day of _____ in the year Two Thousand and Thirteen

BETWEEN the Owner: the County of San Luis Obispo hereinafter referred to as "**County**",

and the Consultant: _____, hereinafter referred to as "**Consultant**",

For the following services: **Construction Inspection//Inspector of Record Services for Sheriff - County Operations Center - Expand Women’s Jail, Project #300034** located at 1585 Kansas Ave, San Luis Obispo, California (the "Project").

That for and in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

ARTICLE 1 - RESPONSIBILITY AND SERVICES OF CONSULTANT

- 1.1 Commencing with a written Notice to Proceed, the **Consultant** will provide the services as described in the following Exhibits (Exhibits not included in "Sample" document) attached hereto and incorporated herein by reference as though here fully set forth:

EXHIBIT "A" - SCOPE OF SERVICES (not included in "Sample" document)
EXHIBIT "B" - PAYMENT SCHEDULE (not included in "Sample" document)
EXHIBIT "C" - SCHEDULE OF WORK (not included in "Sample" document)
EXHIBIT "D" - SUB-CONSULTANT LIST (not included in "Sample" document)

- 1.2 Coordination: In the performance of the **Consultant's** services under this Contract, the **Consultant** agrees that they will maintain such coordination with County Personnel as follows:

The County Project Coordinator shall act as primary contact as described in Article 2.1. Although the **Consultant** may coordinate with other **County** departments/personnel including Administration, Environmental Coordinator, Energy Coordinator, and others as needed, only the Project Coordinator is authorized to give written approvals for Work that affect the Scope of Work and the Cost of the project on behalf of the **County**.

- 1.3 Neither the **County's** review, approval of, nor payment for, any of the services required under this Contract shall be construed as a waiver of any rights under this Contract, and the Consultant shall be and remain liable to the **County** in accordance with applicable law for all damages to the **County** caused by the **Consultant's** failure to perform any of the services required under this Contract.

ARTICLE 2 - RESPONSIBILITIES OF THE COUNTY

- 2.1 The **County** shall designate a representative, as Project Coordinator, authorized to act in the **County's** behalf with respect to the Project. The **County**, or such authorized representative, shall examine the documents submitted by the **Consultant** and shall render decisions pertaining thereto promptly to avoid unreasonable delay in the progress of the **Consultant's** services.

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- 2.2 The **County** shall furnish the Construction Boilerplate (Bidding Requirements, Contract Forms & General Conditions), the printing of the bidding documents, addenda, notices to the Contractor, and other documents to be distributed during the bidding phase.
- 2.3 The **County** shall identify the agencies having jurisdiction over the project, and furnish applicable construction standards.
- 2.4 Not used
- 2.5 The **County** shall pay fees of public agencies having jurisdiction over the Project.
- 2.6 The **County** shall arrange for the **Consultant** to gain access to all sites necessary to complete its services under this Contract.
- 2.7 Upon the written request of the **Consultant**, the **County** shall furnish a legal description, parcel map and easements for the site. The **County** shall furnish information regarding the property boundaries and corner stakes.
- 2.8 The **County** shall furnish information from testing for the soils and geological reports, environmental studies, and other testing and studies conducted by the **County**.
- 2.9 The **Consultant** shall serve as the **County’s** agent in connection with the project. The **Consultant** agrees to cooperate with the construction manager and architect relative to the interrelationships and duties described elsewhere in this Agreement. During the construction phase of the project, the **Consultant** will administer the construction contract on behalf of the **County**, monitor construction activities to insure compliance with code, plans, specifications and quality control required of a public works facility. It is not intended that the services of the **Consultant** and the **County’s** Construction Manager and Special Testing and Inspection Consultant be competitive or duplicative but rather complementary.

ARTICLE 3 - APPROVED CONSTRUCTION BUDGET

The **Consultant** shall advise and provide recommendations to allow the **County** to manage the project within the approved construction budget.

ARTICLE 4 - FEE AND METHOD OF PAYMENT

The **County** will pay the **Consultant** a Fixed Fee equal to _____ for all work contracted in this Contract as described in Exhibit "A" – Scope of Work. The rate and schedule of payment is outlined in Exhibit "B" – Payment Schedule and includes all services, supplies, materials, overhead, and equipment provided by **Consultant**. (Exhibits not included in "Sample" document.)

ARTICLE 5 - MODIFICATION OF CONTRACT

This Contract may be modified only by a written amendment signed by the **County** and the **Consultant**. All modifications must be in writing and signed by the **County** representative with the authority to modify this Contract.

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ARTICLE 6 - PAYMENT FOR EXTRA WORK OR CHANGES

- 6.1 Extra work or changes in the scope of work, time of performance, and amount of compensation (collectively, “Additional Services”), shall be authorized in writing prior to commencement of the work by the **County’s** General Services Agency Director. Claims for payment for approved Additional Services must be submitted by the **Consultant** within 30 days of completion of such work, and must be accompanied by a statement of itemized costs covering said work. Payment will not be authorized until said work is satisfactorily completed and approved by the General Services Agency Director.
- 6.2 Additional Services shall be performed on a negotiated fixed fee basis. The compensation for Additional Services shall be negotiated using the rates specified in Exhibit "B" - **Consultant's** Hourly Rate, subsection (F). (Exhibit not included in “Sample” document.) These rates shall be used as information to assist in arriving at a negotiated fee for Additional Services.

ARTICLE 7 - COST DISCLOSURE - DOCUMENTS, RECORDS AND WRITTEN REPORTS

- 7.1 Pursuant to State of California Government Code, Section 7550, if the total cost of the Contract is over \$5,000, the **Consultant** shall include in all final documents and in all written reports submitted, a written summary of cost, which shall set forth the number and dollar amounts of all contracts and subcontracts relating to the preparation of such document or written report. The Contract and subcontract numbers and dollar amounts shall be contained in a separate section of such document or written report.
- 7.2 Pursuant to State of California Government Code, Section 8546.7, every **County** contract involving the expenditure of more than \$10,000 in public funds is subject to examination and audit of the Auditor General for a period of three years after final payment under the contract. The **Consultant** shall maintain books, records, documents and other evidence, accounting procedures and practices, sufficient to reflect properly all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Contract. The foregoing constitutes “records” for the purposes of this paragraph. The **Consultant** shall maintain and preserve, until three years after termination of this Contract, and permit the State of California or any of its duly authorized representatives, including the Comptroller General of the United States, to have access to and to examine and audit any pertinent books, documents, papers and records of the **Consultant** related to this Contract. The **Consultant** and **County** shall ensure the confidentiality of any records that are required by law to be so maintained.

ARTICLE 8 - SCHEDULE OF WORK

- 8.1 The **Consultant** shall commence work under this Contract upon receipt of a Notice to Proceed and shall prosecute the work diligently as described in Exhibit "A" – Scope of Work, so as to proceed with and complete the work in compliance with Exhibit "C" - Schedule of Work. (Exhibits not included in “Sample” document. Time is of the essence and failure of the **Consultant** to perform work on time is a material breach of this Contract. Major construction funding for the project is provided by a grant from the State of California and must not be jeopardized for any reason. The **Consultant** is required to comply with all established project deadlines during the course of the **Consultant** services. Any request for time extensions from the **Consultant** shall be in writing, forwarded to the **County** in advance, and subject to **County** approval.

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ARTICLE 9 - CONSULTANT STAFF

- 9.1 The **Consultant** has been selected to perform the work herein because of the skills and expertise of key individuals. The **Consultant** shall contract for or employ at the **Consultant's** expense, **Sub-Consultants** to the extent deemed necessary for inspection services of the project, and licensed as such by the State of California and all other **Consultants** as necessary for development of the project as specified in Exhibit "D" - Sub-Consultant list. (Exhibit not included in "Sample" document.)
- 9.2 The **Consultant** shall designate _____, whom, as long as his/her performance continues to be acceptable to the **County**, shall remain in charge of the services for the durations of the Project. Additionally, the **Consultant** must furnish the names of all other key people in the **Consultant's** firm who will be associated with the Project. If the designated lead or key person fails to perform to the satisfaction of the **County** upon written notice, the **Consultant** will have 10 working days to remove that person from the Project and replace that person with one acceptable to the **County**. In addition, all lead or key personnel for any **Sub-Consultant** must also be designated by the **Sub-Consultant** and are subject to all conditions previously stated in this paragraph.

ARTICLE 10 - CONFLICT OF INTEREST

- 10.1 The **Consultant** covenants that the **Consultant** has no existing interest and will not acquire any interest, direct or indirect, which could conflict in any manner or degree with the performance of services required under this Contract and that no person having any such interest shall be employed by the **Consultant**.
- 10.2 Per Government Code Section 1090, no officer or employee of the **County** shall be financially interested in any contract made by them in their official capacity, or by any body or board of which they are members. The **Consultant** is subject to the requirements of the Political Reform Act as promulgated by the Fair Political Code of Regulations, Title 2, Section 18000 et seq. The **Consultant** shall at all times comply with the applicable provisions therein, including, but not specifically limited to the California Code of Regulations, Title 2, Chapter 7 "Conflicts of Interest," section 18700 et seq. The **Consultant** shall also comply with all applicable provisions of other laws pertaining to conflict of interest requirements. If the **Consultant** must declare a conflict of interest, the **Consultant** shall forthwith report the conflict, in writing, to the **County** and shall provide any additional details requested by the **County** in a timely manner.

ARTICLE 11 - INDEPENDENT CONTRACTOR STATUS

- 11.1 The **Consultant** shall, during the entire term of the Contract, be construed to be an independent contractor and nothing in this Contract is intended, nor shall be construed, to create an employer-employee relationship, a joint venture relationship, or to allow the **County** to exercise discretion or control over the professional manner in which the **Consultant** performs the services which are the subject matter of this Contract. The services to be provided by the **Consultant** shall be provided in a manner consistent with all applicable standards and regulations governing such services.
- 11.2 The **Consultant** understands and agrees that **Consultant's** personnel are not and will not be eligible for membership in or any benefits from any **County** group plan for hospital, surgical or medical

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insurance or for membership in any **County** retirement program or for paid vacation, paid sick leave or other leave, with or without pay or for other benefits which accrues to a **County** employee.

ARTICLE 12 - WARRANTY OF CONSULTANT

The **Consultant** warrants that the **Consultant** and each of the personnel employed or otherwise retained by the **Consultant** are properly certified and licensed under the laws and regulations of the State of California to provide the special services herein agreed to.

ARTICLE 13 - COVENANT AGAINST CONTINGENT FEES

The **Consultant** warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for them, to solicit or secure the Contract, and that they have not paid or agreed to pay any company or person, other than a bona fide employee working solely for the **Consultant**, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent on or resulting from the award or making of this Contract. For breach or violation of his warranty, the **County** shall have the right to annul this Contract without liability, or in its discretion, to deduct from the contract price or consideration or otherwise recover the full amount of such fee, commission, percentage fee, gift, or contingency.

ARTICLE 14 - NONDISCRIMINATION

The **Consultant** shall comply with laws and regulations governing nondiscrimination in employment.

- 14.1 Nondiscrimination:** The **Consultant**, with regard to the work performed by them during the Contract, shall not discriminate on the grounds of race, color or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The **Consultant** shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the Regulation.
- 14.2 Solicitation for Subcontracts, Including Procurement of Materials and Equipment.** In all solicitation, either by competitive bidding or negotiation, made by the **Consultant** for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the **Consultant** of the **Consultant's** obligations under this Contract and the regulations relative to nondiscrimination on the grounds of race, color or national origin.
- 14.3 Prohibition:** There shall be no discrimination against any person employed pursuant to this Contract in any manner forbidden by Government Code section 12940, et seq, or any other law. Gender harassment is included in this prohibition as a form of discrimination.
- 14.4 Harassment Warranty and Liability:** All **Consultants** have a contractual obligation to become fully trained and knowledgeable regarding behavior prohibited by law as gender harassment and at all times to comply with and ensure that all persons performing this Contract comply with an appropriate standard of conduct. Every **Consultant** who violates harassment laws shall be liable to the **County** for all claims, demands, damages, costs, expenses and attorney's fees incurred by the **County** as a result of behavior of any of the **Consultant's** personnel performing this Contract.

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ARTICLE 15 - ENTIRE CONTRACT AND MODIFICATION

This Contract including all Exhibits attached hereto, represents the entire understanding of the parties as to those matters contained herein, and supersedes all previous contracts, or oral or written understandings with respect to those matters covered hereunder. (Exhibits not included in “Sample” contract.) The **Consultant** shall be entitled to no other benefits than those specified herein. The **Consultant** specifically acknowledges that in entering into and executing this Contract, the **Consultant** relies solely upon the provisions contained in this Contract and no others.

ARTICLE 16 - NON-ASSIGNMENT OF CONTRACT

The parties agree that the expertise and experience of **Consultant** are material considerations for this Contract. **Consultant** may not assign, transfer, delegate or sublet any interest in this Contract or the performance of any of **Consultant’s** obligations hereunder without the prior written consent of the **County** and any such assignment, transfer, delegation or sublease of this Contract or any rights, duties or obligations arising hereunder, without the **County's** prior written consent, shall be considered null and void.

ARTICLE 17 - ENFORCEABILITY

If any term, covenant, condition or provision of this Contract, or the application thereof to any person or circumstance, is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, covenants, conditions or provisions of this Contract or the application thereof to any person or circumstance hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

ARTICLE 18 - LAW; VENUE

This Contract has been executed and delivered in the State of California and the validity, enforceability and interpretation of any of the clauses of this Contract shall be determined and governed by the laws of the State of California. The duties and obligations of the parties created hereunder are performable in San Luis Obispo County and such **County** shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Contract.

ARTICLE 19 - INDEMNIFICATION**19.1 County Held Harmless – General Liability:**

Consultant shall defend, indemnify and hold harmless the County, its officers and employees from all claims, demands, damages, costs, expenses, judgments, attorney fees, liabilities or other losses that may be asserted by any person or entity, and that arise out of or are made in connection with the acts or omissions, relating to the performance of any duty, obligation, or work hereunder. The obligation to indemnify shall be effective and shall extend to all such claims and losses, in their entirety, even when such claims or losses arise from the comparative negligence of the County, its officers and employees. However, this indemnity will not extend to any claims or losses arising out of the sole negligence or willful misconduct of the County, its officers and employees.

Nothing contained in the foregoing indemnity provisions shall be construed to require Consultant to indemnify County, against any responsibility or liability in contravention of Civil Code 2782.

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It is the intent of the parties to provide the County the fullest indemnification, defense, and Ahold harmless@ rights allowed under the law. If any word(s) contained herein are deemed by a court to be in contravention of applicable law, said word(s) shall be severed from this contract and the remaining language shall be given full force and effect.

19.2 County Held Harmless – Professional Liability:

Consultant undertakes and agrees to indemnify and hold harmless **County**, and any and all of **County’s** Boards, officers, agents and employees, from and against all losses and expenses, including, but not limited to, reasonable attorney’s fees and reasonable costs of litigation, damages or liability of any nature whatsoever, for death or injury to any person, including **Consultant’s** employees and agents, or for damage to, or destruction of any property of third persons, in any manner to the extent caused by the negligent performance of the professional services under this Contract on the part of the **Consultant**.

ARTICLE 20 - INSURANCE

The **Consultant**, at its sole cost and expense, shall purchase and maintain the insurance policies set forth below on all of its operations under this Contract. Such policies shall be maintained for the full term of this Contract and the related warranty period, if applicable and shall provide products/completed operations coverage for four (4) years following completion of the **Consultant’s** work under this Contract and acceptance by the **County**. Any failure to comply with reporting provision(s) of the policies referred to above shall not affect coverage provided to the **County**, its officers, employees, volunteers and agents. For purposes of the insurance policies required hereunder, the term “**County**” shall include officers, employees, volunteers and agents of the County of San Luis Obispo, California, individually or collectively.

- 20.1** The **Consultant** shall procure the following required insurance coverage, at its sole cost and expense, and maintain in full force and effect for the period covered by this Contract such insurance. All insurance coverage shall be placed with insurers which (1) have a Best’s rating of no less than B+VIII and are admitted or authorized insurance companies in the State of California, or (2) insurers of equivalent documented quality which the **County** Risk manager has approved in writing.
- 20.2 General Requirements:** The following requirements apply to all insurance to be provided by **Consultant**:
- A.** A Certificate of Insurance shall be furnished to **County** prior to commencement of work. Upon request by the **County**, **Consultant** shall make available for **County’s** review and copying any insurance policy to the **County** within ten (10) working days.
 - B.** Certificates and policies shall state that the policies not be canceled or reduced in coverage or changed without thirty (30) days prior written notice to **County** ((10) ten days prior written notice for non-payment of premium). **Consultant** shall provide a thirty (30) day written notice to the **County** prior to implementation of a reduction of limits or material change of insurance coverage as specified herein.
 - C.** Approval of the insurance by **County** shall not relieve or decrease the extent to which the **Consultant** may be held responsible for payment of damages resulting from **Consultant’s** services or operations pursuant to this Contract.

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- D. The parties expressly agree that the indemnification and insurance clauses in the Contract are an integral part of the performance exchanged in this Contract. The compensation stated in this Contract includes compensation for the risks transferred to **Consultant** by the indemnification and insurance clauses.

20.3 Commercial General Liability Insurance (“CGL”): **Consultant** shall maintain in full force and effect, for the period covered by the Contract, Commercial General Liability Insurance with limits of liability of not less than the following: single limit coverage applying to bodily and personal injury, including death resulting there from, property damage, and automobile coverage in the total amount of \$2,000,000; and includes the following coverage:

- A. Personal Injury and Bodily Injury, including death resulting there from.
- B. Property Damage.
- C. Automobile coverage, which shall include owned, non-owned and other hired vehicles.
- D. The following endorsements must be provided in the CGL policy:
 - 1. If the insurance policy covers an accident basis, it must be changed to “occurrence”.
 - 2. The policy must cover personal injury as well as bodily injury.
 - 3. Blanket contractual liability must be afforded and the policy must contain a cross liability or severability or interest endorsement.
 - 4. The **County** of San Luis Obispo, its officers, employees and agents shall be named as additional insured under the policy. The policy shall provide that the insurance will operate as primary insurance. No other insurance effected by the **County** whether commercial or self-insurance will be called upon to contribute to a loss hereunder. Nothing contained in this Contract shall be constructed to require **Consultant’s** insurance to indemnify **County** in contravention of Insurance Code 11580.04.

20.4 Professional Liability Insurance: **Consultant** shall maintain in full force and effect, for the period covered by this Contract, professional liability “errors and omissions” insurance with limits of liability of not less than \$5,000,000 per claim or occurrence to cover all services rendered by **Consultant** pursuant to this Contract.

20.5 Worker’s Commercial Insurance: In accordance with the provisions of Labor Code Section 3700, if **Consultant** has any employees, **Consultant** is required to be insured against liability for Worker’s Compensation or to undertake self-insurance. **Consultant** agrees to comply with such provisions before commencing the performance of the Work of this Contract.

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ARTICLE 21 - TERMINATION FOR CAUSE

- 21.1 If the **Consultant** fails to perform **Consultant's** duties to the satisfaction of the **County**, or if the **Consultant** fails to fulfill in a timely and professional manner the **Consultant's** obligations under this Contract, or if the **Consultant** shall violate any of the terms or provisions of this Contract, or if the **Consultant**, **Consultant's** agents or employees fail to exercise good behavior either during or outside of working hours that is of such a nature as to bring discredit upon the **County**, the **County** shall have the right to terminate this Contract effective immediately upon the **County** giving written notice thereof to the **Consultant**. Termination shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. The **Consultant** shall be paid for all work authorized under this contract and satisfactorily completed prior to the effective date of such termination as determined by the **County**.

ARTICLE 22 - TERMINATION FOR CONVENIENCE

County shall have the right to terminate this Contract, without cause, by giving not less than seven (7) days written notice of termination.

If **Consultant** fails to perform any of its material obligations under this Contract, in addition to all other remedies provided by law, Agency may terminate this Contract immediately upon written notice.

General Services Agency Director is empowered to terminate this Contract on behalf of **County**.

In the event of termination, **Consultant** shall deliver to **County** copies of all reports, documents, and other work prepared by **Consultant** under this Contract, if any, and upon receipt thereof, **County** shall pay **Consultant** for services performed and supplies, materials, and equipment provided by **Consultant** to the date of termination.

ARTICLE 23 - SUSPENSION OF SERVICES

County may, without cause, order **Consultant** to suspend, delay or interrupt ("suspend") services pursuant to this Contract, in whole or in part, for such periods of time as **County** may determine in its sole discretion. **County** shall deliver to **Consultant**, written notice of the extent of the suspension at least seven (7) calendar days before the commencement thereof. Suspension shall be treated as an excusable delay and **Consultant** shall be compensated for such delay to the extent provided under this Contract.

Notwithstanding anything to the contrary contained in the Section, no compensation shall be made to the extent that performance is, was or would have been so suspended, delayed or interrupted by a cause for which **Consultant** is responsible.

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ARTICLE 24 - OWNERSHIP OF DATA

- 24.1** The ownership of all data collected for use by the **Consultant** under this Contract, together with working papers, diagrams, and other material necessary to a complete understanding of the program and necessary for the practical use of the program shall be vested in the **County** following compensation to the **Consultant** for services covered by the terms of this Contract. The **Consultant** may retain a copy of all work for his own use.
- 24.2** The **Consultant** shall provide copies for each Deliverable item as directed by County, to the **County** as part of this Contract.
- 24.3** In the event of early termination, the **Consultant** shall furnish the **County** all finished or unfinished Documents; data; surveys; calculations; diagrams and technological data and reports prepared by the **Consultant** under the terms of this Contract and in the editable formats described in Section 22 above.

COMMUNICATIONS

Communications between the parties to this Contract shall be sent to the following addresses:

County: County of San Luis Obispo
General Services Agency
1087 Santa Rosa Street
San Luis Obispo, California 93408
Attention: Rich Kopecky, Architect
Senior Capital Projects Coordinator
(805) 781-5200, (805) 781-5215 FAX

Consultant: _____

NOTHING FURTHER FOLLOWS EXCEPT SIGNATURES

[illegible]

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ACCEPTED AND AGREED this _____ day of _____, 2013.

CONSULTANT:

COUNTY OF SAN LUIS OBISPO

BY: _____

TITLE: _____

OWNER:

COUNTY OF SAN LUIS OBISPO

By: _____
Chairperson of the Board of Supervisors

Approved by Board action on

_____, 20__

ATTEST:

Clerk of the Board of Supervisors

By: _____
Deputy Clerk

APPROVED AS TO FORM AND LEGAL EFFECT:

RITA L. NEAL
County Counsel

BY: _____
SHANNON MATUSZEWICZ
Deputy County Counsel

DATE: _____

CORPORATE CERTIFICATE

I, _____, certify that I
am the Secretary of the Corporation named as
Consultant in the foregoing Agreement; that who
signed said Contract on behalf of the Consultant,
was then _____ of _____ said Corporation; that
said Contract was duly signed for and in behalf of
said corporation by authority of its governing body
and is within the scope of its corporate powers.

Secretary

(Corporate Seal)

RECOMMENDED BY:

JANETTE PELL
General Services Agency Director